

AG Contract No. KR00 2172TRN
ADOT ECS File No. JPA 00-184
Project: TEA GUA-0-(6)P
TRACS. 000 MA GUA SL446 01C
Section: Calle Magdalena, Avenida del Yaqui –
Calle Maravilla

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF GUADALUPE

THIS AGREEMENT is entered into 17 January 2001, 2000
pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"State") and the Town of Guadalupe, acting by and through its Mayor and Town Council, (the
"Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. Congress has authorized appropriations for, but not limited to, transportation enhancements including roadside attractions of historic preservation.

4. Such project within the boundary of the Town has been selected by the Town; the survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration (FHWA) for its approval.

NO 24424
Filed with the Secretary of State
Date Filed: 01/17/2001

Betty Bayless
Secretary of State

By Vicky D. Greenewald

5 The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the Town by reason of federal law and regulations under which funds for the project are authorized to be expended.

6 The Town, in order to obtain federal funds for the construction of the project, is willing to provide Town funds to match federal funds in the ratio required or as finally fixed and determined by the Town and FHWA.

7 The work embraced in this agreement, to be administered by the Town, and the estimated costs are as follows: Construct sidewalks, curb and gutter and landscaping.

Estimated Construction Cost (incl. CE cost)	\$225,000 00
Federal Aid Funds @ 94 3%	\$212,175 00
Town Funds @ 5 7%	\$12,825 00
Total Town Funds	\$12,825 00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1 The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction

a. If such project is approved for construction by FHWA and the funds are available for construction of the project, the State, with the aid and consent of the Town and the FHWA will proceed to advertise for, receive and open bids, and subject to the concurrence of FHWA and the Town, enter into a contract(s) with a firm(s) to whom the award is made for the construction of the project, such project to be performed, completed, accepted and paid for in accordance with the requirements of applicable standards and guidelines. The State will enter into a Project Agreement with FHWA covering the work embraced in said construction contract and will request the maximum federal funds available

b. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the Town shall be obligated to incur any expenditure in excess. Such changes require the prior approval of the Town.

2. Prior to the solicitation of bids, the Town shall set aside sufficient funds in the amount determined to be necessary to match federal funds in the ratio required.

3. Upon completion of construction, the Town shall ensure appropriate and proper maintenance of the project, unless assumed by another entity

4. The State will complete the project in accordance with approved plans and specifications and the requirements of the relevant State and federal statutes, rules, or regulations

III. MISCELLANEOUS PROVISIONS

1 The State assumes no financial obligation or liability under this agreement. The Town assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid, that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the Town and that the Town hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the Town, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. The cost of the construction and construction engineering work covered by this agreement is to be borne by FHWA and Town, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, Town agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3 This agreement shall remain in force and effect until completion of the work, provided, however, that any provisions in this agreement for maintenance shall be perpetual, unless assumed by another entity.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6 In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ. 85007

Town of Guadalupe
Town Manager
9050 South Avenida del Yaqui

Guadalupe, AZ. 85283


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8. Attached hereto is the written determination of each party's legal counsel the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF GUADALUPE

By 
FRANCES C. OSUNA
Mayor

STATE OF ARIZONA

Department of Transportation

By 
CATHERINE J. HEGEL
Contract Administrator

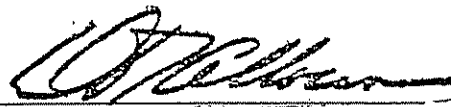
ATTEST

By 
ROSEMARY ARELLANO
Town Clerk

RESOLUTION

BE IT RESOLVED on this 24th day of October 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Town of Guadalupe for the purpose of defining responsibilities for the design, construction, and maintenance of improvements to Calle Magdalena in the Town.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in dark ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

RESOLUTION NO. 2000-14

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF GUADALUPE, MARICOPA COUNTY, ARIZONA, APPROVING, AND AUTHORIZING THE MAYOR TO SIGN, AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE TOWN OF GUADALUPE TO PROVIDE IMPROVEMENTS TO CALLE MAGDALENA IN GUADALUPE, ARIZONA.

BE IT RESOLVED by the Mayor and Council of the Town of Guadalupe, Arizona, that:

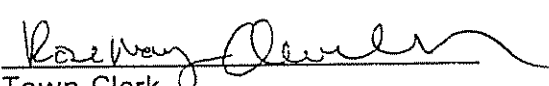
WHEREAS, the State of Arizona is willing to provide funding for improvements to Calle Magdalena and the Town is willing to participate in this joint project with the State.

NOW, THEREFORE, the Intergovernmental Agreement between the State of Arizona, Arizona Department of transportation is hereby approved, and the Mayor is authorized to sign said agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Guadalupe, Maricopa County, Arizona, this 14th day of December, 2000.


MAYOR FRANCES OSUNA

ATTEST


Town Clerk

APPROVED AS TO FORM


DAVID E. LEDYARD, Town Attorney

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APPROVAL OF THE GUADALUPE TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF GUADALUPE and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 14 day of December, 2000.

Paul E. Loynd
Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

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MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-2172TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED January 10, 2000.

JANET NAPOLITANO
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

663197